GENERAL TERMS AND CONDITIONS
Status: 01.06.2025

The General Terms and Conditions (GTC) of Global Express Transport GmbH apply to all transport orders placed with third parties. Upon conclusion of the contract, the General Terms and Conditions of Global Express Transport GmbH become part of the contract. The contractor recognizes the General Terms and Conditions of Global Express Transport GmbH with the offer of his transport service or with the acceptance of the transport order. Any provisions deviating from these General Terms and Conditions must be agreed in writing.
Conflicting general terms and conditions of our contractual partners shall have no effect and are hereby rejected. The General Terms and Conditions of Global Express Transport GmbH shall take precedence, even if the General Terms and Conditions of the contractual partner contain a subsidiarity clause. Individual written agreements always take precedence.

1. Area of application

The GTC apply to all national and international transport orders placed, unless individual statutory provisions of national and international regulations take precedence. We also work on the basis of the current version of the ADSp. These shall apply in addition, unless these GTC contain deviating provisions. If these GTC and the ADSp contradict each other, our GTC shall take precedence.

2. Legal obligations

By accepting the transport order, the contractor confirms that he is able to carry out the transport for legal reasons and with his actual means. Valid legal proof (insurance confirmation, EU license, etc.) must be provided to Global Express Transport GmbH at any time upon request, otherwise annually in the first week of each calendar year, without being asked. The contractor undertakes to comply unconditionally with all laws in connection with the transportation. This applies in particular to the respective national and international social regulations, in particular driving and rest times and cabotage regulations. By accepting the contract, the Contractor declares that it is not aware of any violations of driving and rest times by its drivers in the past, that it regularly checks driving and rest times and that it takes appropriate measures to ensure that its drivers comply with driving and rest times. In particular, the Contractor also declares that it regularly checks its drivers' fitness to drive. Furthermore, the Contractor shall demonstrably provide its employees with regular training on relevant statutory regulations.
By accepting the transportation order, the Contractor confirms that its insurance provides sufficient cover. The Contractor expressly declares that the liability also applies to contracted and executing carriers and that this also includes.

By accepting the transport order, the Contractor confirms that its insurance provides sufficient cover. The Contractor expressly declares that the liability also applies to commissioned and executing carriers and also includes the statutory maximum liability sums as well as the maximum liability sum of 40 SDR/kg agreed with the respective transport order and the CMR cover. The contractor confirms that the obligations imposed by the insurance company are complied with. Global Express Transport GmbH is entitled to demand proof of this from the contractor.

Furthermore, the Contractor confirms that it complies with the laws on the payment of the minimum wage in their current version and will submit confirmation of this from a tax consultant or another suitable person or institution on request. Further quality and environmental certificates are expressly desired.

In the course of this, we assume that the contractor will only use state-of-the-art vehicle technology (at least EURO VI emission standard) to minimize its environmental impact and will also regularly review and adjust reductions in its use of resources, its negative impact on the environment and its CO2 emissions. The use of alternative and climate-friendly drive systems is expressly desired.

Furthermore, the Contractor is obliged to pass on to the Client relevant information regarding its environmental impact during transportation, in particular regarding the exhaust emission standard of the truck used and fuel consumption.

3. General obligations

Upon conclusion of the contract, the Contractor undertakes to provide a telephone number and an e-mail address at which it can be reached at all times. In the event of absence, an alternative contact person must be actively named who ensures availability at all times and has the relevant knowledge for and about the execution of the agreed transportation.

A friendly, courteous and service-oriented demeanor that meets the high quality standards of Global Express Transport GmbH is required. The rules of conduct at loading and unloading points must be followed.

The Contractor undertakes to provide the registration numbers of the tractor unit and trailer by e-mail immediately after the start of the journey to the loading point, if this is not possible, no later than two hours before loading is carried out, and to update this information if necessary. The name of the truck driver and a telephone number to ensure availability during loading and unloading must also be provided. Furthermore, the carrier shall maintain a technical system that enables the vehicles used to be located at any time and with which the route traveled and the current location of the goods can be tracked. An excerpt is to be provided to Global Express Transport GmbH upon request if the legitimate interest is demonstrated.

The contractor generally undertakes to cooperate constructively, solution-oriented and respectfully during the business relationship.

The agreement to carry out the transportation also includes the obligation to load and unload. Loading and unloading shall not be remunerated separately. The agreed freight also includes the remuneration for the loading and unloading activities.

The carrier and its employees are responsible for loading, stowing, fastening, securing and checking the load in a manner that is safe for transportation and operation. Transportation may only be carried out with a suitable, roadworthy and properly maintained vehicle that is in good condition. The integrity of the goods must be ensured.

The suitability of the vehicle depends on the order and the type of goods being transported. When accepting the order, the carrier is responsible for providing suitable means of transportation with sufficient capacity. In particular, the carrier must ensure that the characteristics of the goods are observed and not impaired. This applies primarily, but not exclusively, to the temperature, light, pest and dust sensitivity of the

goods as well as the necessary general hygiene requirements. The Contractor shall maintain a verifiable cleaning and hygiene plan for the vehicle used.

If it becomes apparent during transportation that there is a risk of damage to the goods, suitable measures must be taken immediately and the client must be informed.

The acceptance of an order with general cargo or beverage cargo must be carried out exclusively using a semi-trailer with the annually tested load securing certificate DIN EN 12642 Code XL. The carrier is obliged to take suitable measures to prevent the loss of the transported goods and must rule out reckless actions in accordance with the statutory provisions. This applies in particular to the selection of the vehicle's parking space during journeys and overnight stops as well as during rest breaks.

The transportation of hazardous goods and waste is to be carried out solely in compliance with the statutory regulations and by using suitable and regularly trained personnel. The carrier assures that he has the necessary legal permits and qualifications for the transport. These must be made available to Global Express Transport GmbH in advance without being requested to do so.

4. Termination of the freight contract

The statutory provisions apply to the termination of the freight contract.

If the carrier terminates the contract without being entitled to do so, or if he fails to appear for loading without justification, or if he fails to fulfill the freight contract without justification for other reasons, or if Global Express Transport GmbH terminates the freight contract for reasons for which the carrier is responsible, the carrier must pay lump-sum compensation amounting to 50% of the agreed freight, irrespective of any further claims by Global Express Transport GmbH. He is at liberty to prove a lower damage. In addition, Global Express Transport GmbH may, upon proof, claim higher damages (in particular higher expenses for reassignment of the transport or disposition of a replacement vehicle with travel) in accordance with the general statutory provisions of the German Civil Code.

The liquidated damages and the further damages are also owed if the contractor informs about the intended termination or non-execution of the contract.

5. Pallet exchange

Pallet exchange is always agreed.

The pallet exchange is part of the freight contract. The remuneration for the pallet exchange is included in the freight price.

The exchange of pallets at the loading and unloading points must be documented.

The contractor must ensure that the necessary number and quality of exchangeable empty pallets are handed over at the loading point and that exchangeable empty pallets are taken over at the unloading point, and must carry sufficient exchangeable empty pallets before the start of the journey.

This means that the Contractor must have suitable and sufficient pallets for the transportation in order to hand them over at the loading point. In addition, the contractor must obtain instructions directly from Global Express Transport GmbH if it is impossible to exchange the pallets at the loading point. If the contractor is unable to deliver suitable and sufficient pallets, it must pick up the loading aids at the unloading point and return them carriage paid within 14 working days at its own expense. The contractor must provide corresponding proof.

If no suitable pallets are handed over to him at the unloading point, he must have this documented and signed and obtain instructions from Global Express Transport GmbH. If the contractor is unable to provide documentation in this regard, it will be assumed that he has culpably failed to exchange the pallets. If the contractor has culpably not exchanged the pallets, he is liable for the replacement and the costs incurred.

If, in exceptional cases, a waiver of pallet exchange is agreed in writing, the contractor is obliged to have the non-exchange confirmed on the freight documents.

The acceptance of pallet bills is generally not permitted, unless the Client and the Contractor agree individually in writing to accept the pallet bill or the pallet bill is accepted after obtaining instructions. The original pallet bills must be submitted within seven working days; a copy will not be accepted. The Contractor shall bear the costs of sending them.

If pallet bills are submitted for processing, flat-rate processing fees will be charged. The parties agree on an appropriate flat-rate processing fee of EUR 1.00 per pallet entered on the pallet bill. The amounts incurred can be offset against freight amounts owed.

If no exchange or return takes place through the fault of the Contractor, the Contractor shall be charged EUR 12.50 per Euro pallet, EUR 6.00 per Düsseldorf pallet and EUR 100.00 per pallet cage, plus a flat-rate handling fee of EUR 15.00 (plus VAT).

6. Customer protection/confidentiality

Customer protection is agreed.

The customer protection refers to the customers/clients of Global Express Transport GmbH from all economic sectors. Customer protection expressly does not apply to clients of Global Express Transport GmbH who are themselves transportation companies and only issue sub-freight contracts. Customer protection is limited to one year. The one-year period begins with the acceptance of the last order placed with the contractor by Global Express Transport GmbH.

Within the scope of customer protection, the contractor is prohibited from making contact with the customer for the purpose of conducting business relations, approaching customers, submitting offers, initiating or entering into business relations.

Furthermore, the Contractor shall treat all information obtained in the course of the business relationship with our company as confidential. This applies in particular to customer data, contract terms, volumes, regularities and freight rates. He may neither use the information obtained for his own purposes nor pass it on to third parties. Furthermore, this data must be protected from access by unauthorized persons.

For each case of infringement of an obligation specified in this clause, the Contractor shall pay a contractual penalty in the amount of 110% of the annual turnover to avoid the continuation of the infringement. The contractual penalty shall be forfeited upon the first breach; in the event of a continuing breach, the contractual penalty shall be forfeited again for each commenced week.

7. Late arrival

The agreed dates are fixed dates and must therefore be adhered to. Anything else shall only apply if the parties expressly agree in advance.

The fixed date refers to a specific day and a fixed time at which loading and/or unloading must take place. The contractor is obliged to be on site at least 30 minutes before the agreed fixed date for loading and/or unloading, in particular to prepare for loading, in particular to hand over the exchange pallets, hand over the documents and arrange the loading at the loading point or unloading point. If a time window has been specified as a fixed date, loading or unloading must take place within the time window, whereby the contractor must also be present at the loading point or unloading point at least 30 minutes before the end of the loading time window for the purpose of preparation.

If a fixed date is not agreed, the usual time shall be deemed to have been agreed as a fixed date. Delays must be reported in writing by e-mail and additionally by telephone as soon as the first knowledge of them is obtained. In the event of delays, in particular late acceptance of the goods and exceeding the delivery deadline, the carrier shall be liable in accordance with the statutory provisions. In the event of a delay of 30 minutes or more, a lump-sum compensation amounting to 20% of the agreed freight is agreed, whereby the carrier is at liberty to provide evidence of lower damages. Global Express Transport GmbH is entitled to claim higher damages upon proof.

The carrier is also liable if he provides information. Furthermore, the duty to inform exists independently of the claim for damages.

8. Instructions

The driver reports under the name “Global Express Transport GmbH”. The carrier must always inform Global Express Transport GmbH immediately in the event of unscheduled incidents, in particular all delays, problems, disadvantages or damage. Immediate information is particularly necessary in the event of delays in loading and unloading or the transport itself, in the event of impossibility of checking the number of items, non-replacement of loading equipment, recognizable defects in the goods or packaging or packaging materials, shortages, inadequate marking of dangerous goods, obstacles or transport damage. The immediate obligation to provide information already applies if the unscheduled events are foreseeable. The information must be provided by e-mail (including pictures as proof) and additionally by telephone. If the carrier violates his duty to inform, he must pay a lump-sum compensation amounting to 20% of the agreed freight, whereby the carrier is at liberty to prove a lower damage. Global Express Transport GmbH is entitled to claim higher damages upon proof. The contractor must obtain instructions at the same time as the information. The principal has a reasonable amount of time to do so.

The reasonableness of the time period for the instruction depends on the type of information and the necessary decision and also on the necessity of recording and obtaining information from other parties to the contract (loading point, unloading point, client of Global Express Transport GmbH, etc.).

If the contractor intends to assert his own rights after notification of the respective event and if no instructions have been issued at that time, he is obliged to provide information after the expiry of a reasonable period of time and before exercising his rights. This also applies in particular if he has to wait due to a delay in loading or unloading and wishes to withdraw his vehicle for this reason.

If Global Express Transport GmbH is not informed and/or if no instructions are obtained or if no sufficient time frame is allowed for obtaining the instructions and/or if the carrier acts contrary to the instructions, he must pay compensation. In addition, he forfeits his own claims for damages, demurrage, lost freight or similar.

The carrier must pay liquidated damages in the amount of 100% of the agreed freight if the contractor terminates the contract without obtaining instructions or contrary to the instructions obtained, insofar as this was reasonable for him, or does not carry out the loading or does not carry out the transportation or does not bring the goods to the unloading point, in particular does not return the goods to the loading point or store them.

The instruction is to be obtained exclusively from Global Express Transport GmbH; contacting and obtaining instructions from other parties to the contract (loading point, unloading point or client) is prohibited.

Contacting other persons involved in the contract, in particular the client, constitutes a breach of the customer protection regulation and will result in a contractual penalty in accordance with point 6 of these GTC.

9. Demurrage

Demurrage is only owed if the legal requirements are met, in particular if the waiting time is not attributable to the carrier's sphere of risk. A prerequisite for the demurrage claim is the immediate notification of Global Express Transport GmbH that loading and unloading has not yet begun by the agreed time or at the end of the agreed time window.

The calculation of the demurrage-free period begins from the agreed time or the end of the time window, insofar as we are informed of the delay, but at the earliest from the time we are informed that loading or unloading has not yet begun. The obligation to inform exists in order to give Global Express Transport GmbH the opportunity to issue suitable instructions and to bring about a clarification of the delay with the client, the loading point or the unloading point.

Demurrage shall not be owed for up to two full hours of demurrage per loading or unloading.

If loading or unloading takes longer than two hours beyond the agreed time or the end of the agreed time window, the carrier may charge demurrage for the time thereafter until loading or unloading, provided that information about the delays has been demonstrably communicated to the client.

A demurrage claim exists for every full hour beyond the fourth hour until the start of loading or unloading. The claims shall be reduced by the duration of the legally required break. Standing time over the weekend is not included in the calculation.

If the truck is withdrawn without having been loaded or unloaded before four hours have elapsed from the fixed date or the end of the loading time window, there shall be no entitlement to payment of demurrage and lost freight.

The carrier may demand a reasonable amount of demurrage. The parties assume that the appropriateness of the demurrage charge is to be set out in writing. The amount of demurrage is limited to the amount of the freight.

With the demurrage agreement described in this paragraph, all claims for compensation on the part of the Contractor due to waiting shall be settled. There is no entitlement to compensation for other damages or expenses on the part of the contractor, not even for the loss of connecting freight or penalties due to the failure to carry out connecting freight.

A further prerequisite for the demurrage claim is the submission of confirmation from a person authorized to represent the loading point or the unloading point with stamp, signature and name and the submission of extracts from the digital recording device with the corresponding GPS data or the location data for the period of the actual demurrage-free time. If proof of the authorized representative cannot be obtained, Global Express Transport GmbH must be informed immediately. If no information is provided, it is assumed that the contractor has culpably violated the obligation to provide proof and that there is no entitlement to demurrage.

10. Maximum liability amount

The maximum liability amount pursuant to § 431 (1) and § 431 (2) HGB is mutually agreed at an amount of 40 units of account for each kilogram of the gross weight of the consignment (SDR). The provisions of § 23 ADSp are excluded and waived in full.

11. Documentation of the goods/consignment/waybill

In the case of cross-border transportation, the consignment note must be completed in full. Unless otherwise agreed on the transport order, a fully acknowledged (stamped and signed) delivery bill is sufficient for domestic transports. The acceptance of the consignment must be properly and legibly documented. The delivery of the consignment must be duly acknowledged in legible form, stating the recipient's first and last name in block letters and the company stamp. If, in the case of international transportation, the consignment note is culpably not completed in full or, in the case of national transportation, the documentation is not properly maintained, the carrier shall be liable for a contractual penalty of EUR 50.00. The goods must be accepted in full. The goods must be accepted in their entirety. No individual parts of the goods may be left behind. The transportation of partial quantities will not be accepted. Furthermore, attention must be paid to objective and visible defects and damage to the goods upon acceptance. These must be reported to the loading personnel and Global Express Transport GmbH before loading and documented on the delivery

documents. Pictures must be taken to ensure traceability. These are to be sent to the client immediately by e-mail.

12. Status report

The Contractor undertakes to report the status of loading and the status of unloading at the Client's request. If the client does not request a status report, this must be carried out within a period of two hours after the end of loading at the latest and additionally within two hours after the end of unloading at the latest. The information must be provided exclusively on the basis of the link sent with the transport order.

The period of two hours shall commence at the time the loading documents are handed over after loading or unloading has been completed.

If the information is not provided or is provided later than two hours or is not provided by link contrary to the request, the Contractor undertakes not to charge demurrage costs.

If the status report is not possible due to technical failures, this must be reported immediately in writing and by telephone and instructions must be obtained.

13. Terms of payment

The carrier must send the documents relating to the order (consignment note, delivery bill, receipts, weighing bill, pallet bills, etc.) in advance by e-mail in PDF format to the e-mail address given in the transport order in a clearly recognizable form immediately after delivery of the goods. Sending the documents is a primary obligation under this contract. Any breach of this obligation shall give rise to a contractual penalty. The contractual penalty shall amount to EUR 50.00 in the first month. For each additional month or part thereof of late transmission, a further contractual penalty of 10% of the freight per month or part thereof shall be payable. The contractual penalty is limited to a maximum of the amount of the freight.

The freight is due within 45 days of receipt of the invoice together with all documents relating to the order as well as the clearly receipted and fully completed documents, in particular proof of delivery and pallets, unless otherwise agreed in the order. The invoice must comply with the statutory provisions and must contain the tour and reference number printed on the transport order. All other claims arising from this contract (payment of demurrage, reimbursement of expenses, further remuneration and other claims) must be asserted by the carrier in text form within three months of delivery or, if delivery has not taken place, within three months of the agreed delivery date. If the claims are not asserted within the preclusion period, they shall lapse. This does not apply to claims that are mandatory by law and may not expire. The provision of clause 19 of the ADSp is expressly waived.

14. General information

The carrier is obliged to equip the vehicles for use by the driver with the necessary safety equipment, in particular safety shoes, safety goggles, high-visibility vests and

lockable safety helmets with chin straps. In addition, the carrier undertakes to provide suitable and sufficient load securing equipment for the transport, which must be in perfect condition. This includes at least anti-slip mats, hard plastic edge protectors, long lever ratchets 500 daN, tensioning and lashing straps, head straps and customs cords. If there are defects in the quality or quantity of the load securing material, the contractor must rectify these immediately and at his own expense. The carrier must also ensure this in the case of third-party loading. The carrier must also carry out follow-up checks on load securing at regular intervals during the journey. Transhipment of the goods between the place of loading and unloading is only permitted with the express written consent of Global Express Transport GmbH. The same applies to the transfer of the goods to a point other than that described in the transport order.

15. Subcarrier

We have a great interest in the transportation being carried out by the contractual partner selected by us. The contractor is not authorized to pass on the order to third parties without written consent.

If Global Express Transport GmbH gives its consent, the contractor may only transfer the contractual agreement to subcontractors with whom it cooperates on a permanent basis on the basis of a written framework agreement. This must be presented to the client upon request. The name and other relevant data must be made available to Global Express Transport GmbH in the event of subcontracting. Global Express Transport GmbH is free to object to the subcontracting without stating a reason. In any case, all contents of the transportation contract and these GTC must also be passed on to the subcontractor.

The forwarding of the transport order to other third parties, as well as the posting of the transport order on an online freight exchange, is strictly prohibited. Any breach of this obligation shall result in the payment of a contractual penalty. The contractual penalty corresponds to twice the agreed freight.

16. Place of jurisdiction

The place of jurisdiction for all present and future claims arising from the business relationship is Hagen.

17. Applicable law

The application of German law is agreed.

18. Severability clause

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions.

The parties shall then agree on a provision that comes as close as possible to the original meaning of the provision.